



STATE OF ARKANSAS

Term Contract

Page
1/11

Vendor No. 100004589
Contact ROB MIDDLETON
Your reference SP-05-0129

MEMCO
296 CARLTON
HOLLISTER MO 65672

Contract No. 4600007755
Date 01/26/2005

Contact Curtis Gatewood
Telephone 501-324-9320
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

AS SPECIFIED ON AGENCY OR COOPERATIVE
PURCHASING PARTICIPANT PURCHASE
ORDER

Ship To:

AS SPECIFIED ON AGENCY
OR COOPERATIVE PURCHASING
PARTICIPANT PURCHASE ORDER

Valid from: 01/26/2005
Valid to: 12/31/2005

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR QUOTATION.

REFERENCE TRACKING NUMBER:SP-05-0129
COMMODITY: FLOOR MAINTENANCE MACHINE PADS
CONTRACT TYPE:NV(TERM)

CONTRACT PERIOD:JANUARY 26,2005 THROUGH DECEMBER 31,2005

VENDOR NAME:
MEMCO
296 CARLTON RD
HOLLISTER,MO 65672
PHONE:417-334-6681
FAX:417-334-6684
E-MAIL:rob.middleton@themiddletongroup.com
FED.ID# :43-1165722

DELIVERY SCHEDULE:21 DAYS AFTER RECEIPT OF ORDER

REFERENCE/INQUIRIES TO:
Contract administrator:
Curtis Gatewood, Jr.,
Office of State Procurement
P.O.Box 2940
Little Rock,AR 72203

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Joseph A. Didelis

Purchasing Official/Fiscal Officer

01-28-05
Date



STATE OF ARKANSAS

Page
2/11

Term Contract

Vendor No. 100004589
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Email:curtis.gatewood@dfa.state.ar.us
Phone:501-324-9320
Fax:501-324-9311

SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS:

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

EXTENSION CLAUSE:

Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of two(2) possible extensions for a period not to exceed the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of this contract if an extension is requested. The price escalation clause will remain in effect for any period of extension.

SUMMARY OF ORDERS:

The successful bidder is required to submit a report of total contract sales, by dollar volume and total quantity by item. This report shall be sent to the Office of State Procurement no later than sixty (60) days prior to expiration of contract.

Please submit the summary as follows:

Curtis Gatewood, Jr.
Office of State Procurement
P.O. Box 2940
Little Rock, AR 72203
Email:curtis.gatewood@dfa.state.ar.us

ESCALATION CLAUSE:

Quoted prices must remain firm for a period of 180 days after award of the contract. Thereafter, the contractor may request a price adjustment one (1) time per each item in the period remaining on the contract provided the contractor submits a letter from the manufacturer certifying the increased cost. Only the actual cost increase will be granted and will become effective within ten(10) working days from date complete documentation is received by the Office of State Procurement. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the general or industry wide nature of the change. In the event of a general price schedule decrease, the State shall be guaranteed full benefit at the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

PURPOSE:

The purpose of this bid is to establish a one year contract for the purchase of floor maintenance machines and accessories by the agencies within the State of Arkansas and any other cooperative procurement participant. This is a non-mandatory contract for all State of Arkansas entities.

DELIVERY/FOB DESTINATION:

AS SPECIFIED BY AGENCY OR COOPERATIVE PROCUREMENT PARTICIPANT PURCHASE ORDER ALL

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STATE OF ARKANSAS

Page
3/11

Term Contract

Vendor No. 100004589
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Your reference SP-05-0129

Contract No. 4600007755
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FLOOR MAINTENANCE MACHINES AND ACCESSORIES ON THIS BID SHALL BE DELIVERED FOB DESTINATION WITHIN THE STATE OF ARKANSAS-INSIDE DELIVERY-AGENCY'S SPECIFIED LOCATION ON PURCHASE ORDER. ADDED FREIGHT OR DELIVERY CHARGES WILL NOT BE ALLOWED. BID PRICE SHALL REFLECT ANY AND ALL ANTICIPATED EXPENSES REQUIRED TO DELIVER UNIT(S). ALL UNITS TO BE DELIVERED READY FOR USE AND WILL BE ACCEPTED IN ACCORDANCE TO INDIVIDUAL PURCHASE ORDERS. UNITS THAT ARE ORDERED WITH FACTORY INSTALLED OPTIONS(I.E. DRIVE BRUSH/CLUTCH PLATE) ARE TO BE DELIVERED WITH SUCH OPTIONS INSTALLED AND OPERATIONAL.

ELIGIBLE PRODUCTS:

All products or machines offered shall be new and unused and in current production. Remanufactured or refurbished products are not a part of this contract.

WARRANTY:

Warranty is required on the floor maintenance machines against defective material, workmanship, and failure to perform in accordance with required criteria, for a period of not less than 12 months from date of acceptance. Replacement of all parts found defective including all labor, materials and transportation charges, if any, within the warranty period shall be made without cost to the State. It shall be at the expense of the contractor. This warranty shall not cover adjustment, repair or parts replacement required because of purchaser's negligence, misuse, or machine alterations.

RECALL:

Contractor expressly assumes full responsibility for prompt notification of any product recall in accordance with all applicable state or federal regulations. All delivery charges associated with a product recall shall be paid for by the contractor.

RETURN GOODS POLICY FOR WARRANTY MATTERS:

All costs associated with the return of goods for repair and/or replacement under warranty shall be done at the expense of the vendor.

QUANTITIES:

This is a new statewide term contract on floor maintenance machines and accessories. The total purchases on each item are not known. Office of State Procurement has attempted to give an accurate estimate of probable purchases on each item. The State does not guarantee purchase of any and all estimated quantities.

MINIMUM ORDERS:

The minimum order from this contract shall be one (1) piece of floor equipment or for accessories shall be \$50.00. The order may consist of any assortment of floor pads but shall require one delivery point.

AUTHORIZATION FOR SHIPMENT:

Purchase order from the using agency will authorize shipment.

ORDERING DATA:

Agencies shall include the State Contract Number on each purchase order in addition to other necessary ordering information. Successful bidders must honor all purchase orders postmarked on or before the expiration date of this Contract.

COMPLAINT PROCESS:

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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STATE OF ARKANSAS

Page
4/11

Term Contract

Vendor No. 100004589
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Your reference SP-05-0129

Contract No. 4600007755
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Any problems concerning this contract, while in effect, may be sent to:
Curtis Gatewood
Office of State Procurement
P.O. Box 2940
Little Rock, AR 72203
Email:curtis.gatewood@dfa.state.ar.us

VENDOR CONTRACT ADMINISTRATOR:
NAME:ROB MIDDLETON
TITLE:PRESIDENT
ADDRESS:296 CARLTON RD, HOLLISTER,MO 65672
TELEPHONE: 417-334-6681
FAX: 417-334-6684
EMAIL ADDRESS:rob.middleton@themiddletongroup.com

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0090	10122394 PADS,FLOOR,POLISHING,13"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON#14413/WHITE	100	each	1.22	\$ 122.00
0100	10122395 PADS,FLOOR,SCRUBBING,13"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON#20124/GREEN	100	each	1.22	\$ 122.00
0110	10122396 PADS,FLOOR,STRIPPING,13"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20007/BLACK	75	each	1.22	\$ 91.50
0120	10122397 PADS,FLOOR,BUFFING,13"X1"	75	each	1.22	\$ 91.50

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STATE OF ARKANSAS

Page
5/11

Term Contract

Vendor No. 100004589
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Contract No. 4600007755
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	AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20046/RED				
0130	10122398 PADS,FLOOR,BURNISHING,13"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20279/BEIGE	100	each	1.23	\$ 123.00
0140	10122389 PADS,FLOOR,POLISHING,16"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #14416/WHITE	100	each	1.64	\$ 164.00
0150	10122390 PADS,FLOOR,SCRUBBING,16"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20127/GREEN	100	each	1.64	\$ 164.00
0160	10122391 PADS,FLOOR,STRIPPING,16"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20010/BLACK	80	each	1.64	\$ 131.20
0170	10122392 PADS,FLOOR,BUFFING,16"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS	75	each	1.64	\$ 123.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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STATE OF ARKANSAS

Page
6/11

Term Contract

Vendor No. 100004589
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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20049/RED				
0180	10122393 PADS,FLOOR,BURNISHING,16"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20282/BEIGE	100	each	1.66	\$ 166.00
0190	10122399 PADS,FLOOR,POLISHING,18"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #14418/WHITE	100	each	1.95	\$ 195.00
0200	10122400 PADS,FLOOR,SCRUBBING,18"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20129/GREEN	100	each	1.95	\$ 195.00
0210	10122401 PADS,FLOOR,STRIPPING,18"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20012/BLACK	80	each	1.95	\$ 156.00
0220	10122402 PADS,FLOOR,BUFFING,18"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER	80	each	1.95	\$ 156.00

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STATE OF ARKANSAS

Page
7/11

Term Contract

Vendor No. 100004589
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Contract No. 4600007755
Date 01/26/2005
Our reference ST

Item	Material/Description	Target Qty	UM	Unit Price	Amount
	STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20051/RED				
0230	10122403 PADS,FLOOR,BURNISHING,18"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20284/BEIGE	100	each	1.97	\$ 197.00
0240	10122404 PADS,FLOOR,POLISHING,20"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #14420/WHITE	100	each	2.35	\$ 235.00
0250	10122405 PADS,FLOOR,SCRUBBING,20"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20131/GREEN	100	each	2.35	\$ 235.00
0260	10122406 PADS,FLOOR,STRIPPING,20"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON#20014/BLACK	80	each	2.35	\$ 188.00
0270	10122407 PADS,FLOOR,BUFFING,20"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX.	80	each	2.35	\$ 188.00

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STATE OF ARKANSAS

Page
8/11

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Our reference ST

Item	Material/Description	Target Qty	UM	Unit Price	Amount
	PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20053/RED				
0280	10122408 PADS,FLOOR,BURNISHING,20"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20286/BEIGE	100	each	2.37	\$ 237.00
0290	10122409 PADS,FLOOR,POLISHING,22"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #14422/WHITE	100	each	2.95	\$ 295.00
0300	10122410 PADS,FLOOR,SCRUBBING,22"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20133/GREEN	100	each	2.95	\$ 295.00
0310	10122411 PADS,FLOOR,STRIPPING,22"X1" AWARD ALL OR NONE; Items 0090 THROUGH 0330:SPECIFICATIONS ARE AS FOLLOWS:PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20016/BLACK	80	each	2.95	\$ 236.00
0320	10122412 PADS,FLOOR,BUFFING,22"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON#20055/RED	80	each	2.95	\$ 236.00

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STATE OF ARKANSAS

Page
9/11

Term Contract

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0330	10122413 PADS,FLOOR,BURNISHING,22"X1" AWARD ALL OR NONE; Items 0090 through 0330: SPECIFICATIONS ARE AS FOLLOWS: PADS CONSISTS OF NYLON OR POLYESTER STAPLE FIBER, PAD THICKNESS-ONE (1) INCH, FIVE (5) PER BOX. PLEASE LIST THE PRODUCT # AND COLOR. GLIT/MICROTRON #20288/BEIGE	100	each	2.98	\$ 298.00

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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STATE OF ARKANSAS

Page
10/11

Term Contract

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9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

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STATE OF ARKANSAS

Page
11/11

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20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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